

**THIS INSTRUMENT PREPARED BY:**

Kevin C. Gray, Esq.  
Maynard, Cooper & Gale, P.C.  
655 Gallatin Street, S.W.  
Huntsville, Alabama 35801

**SEND TAX NOTICE TO:**

RBC Real Estate Finance, Inc.  
10375 Richmond Avenue, Suite 1010  
Houston, TX 77042

STATE OF ALABAMA                    )  
                                              :  
COUNTY OF SHELBY                )               **MORTGAGE FORECLOSURE DEED**

**KNOW ALL MEN BY THESE PRESENTS:** That **WHEREAS**, on April 15, 2004, **EDWARDS SPECIALTIES, INC.**, an Alabama corporation, delivered to AMSOUTH BANK (the "Bank"), that certain Real Estate Mortgage and Security Agreement, covering lands hereinafter described, situated in Shelby County, Alabama, said Mortgage being recorded on April 16, 2004 as Instrument Number 20040416000199490 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Records"), as modified by that certain Mortgage Modification Agreement, dated January 13, 2005, and recorded as Instrument Number 20050118000024800, as further modified by that certain Second Mortgage Modification Agreement, dated May 6, 2005, and recorded as Instrument Number 20050511000227310 in the Probate Records (as modified, the "Mortgage");

**WHEREAS**, AmSouth Bank assigned the Mortgage to RBC Bank (USA), a North Carolina banking corporation, formerly known as RBC Centura Bank, pursuant to that certain Assignment dated March 9, 2007, and recorded as Instrument Number 20070416000174210 in the Probate Records;

**WHEREAS**, RBC Bank (USA) sold the loan secured by the Mortgage to RBC Real Estate Finance, Inc. on or about April 29, 2008; and

**WHEREAS**, RBC Bank (USA) assigned the Mortgage to RBC Real Estate Finance, Inc., pursuant to that certain Assignment dated September 2, 2011 and recorded as Instrument Number 20110909000267280, all in the Probate Records in the Office of the Judge of Probate of Shelby County, Alabama; and

**WHEREAS**, after the sale of the debt, but prior to the transfer of the Mortgage of record, RBC Bank (USA) attempted to institute foreclosure proceedings with respect to the Mortgage by publishing notice of foreclosure in *The Shelby County Reporter* in its issues of April 27, 2011, May 4, 2011, and May 11, 2011, and conducting foreclosure proceedings with respect to the Mortgage on May 18, 2011, whereby RBC Bank (USA) became the purported purchaser thereof; and

**WHEREAS**, because RBC Bank (USA) was no longer the holder of the debt secured by the Mortgage, such purported foreclosure was void and of no legal force or effect, and that certain Mortgage Foreclosure Deed, dated as of May 18, 2011 and recorded as Instrument Number 20110518000148570 in the Probate Records did not constitute a valid transfer of the mortgaged property. Moreover, the purported foreclosure sale did not constitute a foreclosure of the Mortgage, which Mortgage remained in effect with respect to the mortgaged property; and

**WHEREAS**, in and by the terms of said Mortgage, RBC Real Estate Finance, Inc., as the record holder thereof, and the holder of the debt secured thereby, was authorized, empowered and granted the right, in the event of default in the payment of the indebtedness secured thereby according to the terms thereof, to sell said property at the front or main door of the Courthouse in Columbiana, Shelby County, Alabama, for cash, to the highest bidder, after giving three weeks notice of the time, place and terms of sale, together with a description of the property to be sold, by publication in any newspaper published in Shelby County, Alabama, once a week for three consecutive weeks; and

**WHEREAS**, said Mortgage provided that in the case of a sale under the right, power and authority contained therein that RBC Real Estate Finance, Inc. and/or auctioneer conducting such sale shall make proper conveyance to the purchaser in the name of Edwards Specialties, Inc; and it was further provided in and by the terms of said instrument that RBC Real Estate Finance, Inc. might bid at said sale and purchase said property like strangers, if the highest bidder therefor; and

**WHEREAS**, default was made in the payment of the indebtedness secured by said Mortgage and the Bank did declare all of the indebtedness secured by the Mortgage due and payable;

**WHEREAS**, RBC Real Estate Finance, Inc. did give notice of the foreclosure of said Mortgage, by publication in *The Shelby County Reporter*, a newspaper of general circulation published in Shelby County, Alabama, in its issues of December 7, 2011, December 14, 2011, and December 21, 2011, and postponements having run in its issues of December 28, 2011, February 8, 2012, and March 14, 2012; and

**WHEREAS**, on the 23rd day of April, 2012, foreclosure sale was duly and properly held under the terms of said notice, between the legal hours of sale, and the Bank did offer for sale and did sell at public outcry, in front of the main entrance of the Shelby County Courthouse in the City of Columbiana, Alabama, the property hereinafter described after having offered said property for sale; and

**WHEREAS**, the undersigned Angela Foley was the Auctioneer and the person conducting said sale for the Bank; and

**WHEREAS**, the highest and best bid for the property described in said Mortgage was the bid of RBC Real Estate Finance, Inc. in the amount of **Four Hundred Sixty Thousand and No/100 Hundred Dollars (\$460,000.00)**.

**NOW, THEREFORE**, in consideration of the premises and of the credit of the above amount against the indebtedness of Edwards Specialties, Inc., to the owner of the Mortgage hereinabove referred to, RBC Real Estate Finance, Inc., acting by and through Angela Foley, as Auctioneer and the person conducting said sale, and Edwards Specialties, Inc., acting by and through Angela Foley, as its attorney-in-fact, all as provided in said instrument, do hereby GRANT, BARGAIN, SELL and CONVEY unto the said RBC Real Estate Finance, Inc., subject to the matters hereinafter set forth and to the statutory right of redemption of those entitled to redeem as provided by the laws of the State of Alabama, the following described real property situated in Shelby County, Alabama; to wit:

A parcel of land being the West half of Northwest quarter of Section 35, Township 21 South, Range 3 West, being situated in Shelby County, Alabama, and being more particularly described as follows:

Begin at the Northeast corner of the Northwest quarter of the Northwest quarter of Section 35, Township 21 South, Range 3 West, Shelby County, Alabama; thence South 88 degrees 23 minutes 04 seconds West along the North line of said Section 35 a distance of 1391.49 feet; thence South 02 degrees 18 minutes 17 seconds East a distance of 2585.98 feet; thence South 88 degrees 59 minutes 56 seconds East a distance of 478.29 feet; thence South 87 degrees 53 minutes 52 seconds East a distance of 810.85 feet to the Southwest corner of Lot 4 of Hidden Lake Estates as recorded in Map Book 26, Page 8; thence North 00 degrees 06 minutes 31 seconds West along the West line of said Lot 4 a distance of 803.80 feet to the common corner of Lots 3 and 4 of Hidden Lake Estates; thence North 00 degrees 02 minutes 08 seconds West a distance of 478.62 feet to the Northwest corner of Lot 3 and the accepted Northwest corner of the Southeast quarter of the Northwest quarter of said Section 35 according to Hidden Lakes Estates, as recorded in Map Book 26, Page 8; thence North 88 degrees 13 minutes 54 seconds East a distance of 57.00 feet to the accepted Southwest corner of the Northeast quarter of the Northwest quarter of said Section 35 according to Oakdale Estates as recorded in Map Book 5, Page 98; thence North 00 degrees 05 minutes 42 seconds East a distance of 195.70 feet to the Northwest corner of Lot 8 of Oakdale Estates; thence North 02 degrees 45 minutes 54 seconds West along the West boundary of Monte Tierra as recorded in Map Book 5, Page 114 and the West boundary of Monte Tierra 1<sup>st</sup> Addition as recorded in Map Book 6, Page 93, a distance of 1182.72 feet to the POINT OF BEGINNING.

**Less and Except the following:**

Lots 1 through 12, inclusive, Lots 99 through 115, inclusive, and Lots 172 through 196, inclusive, The Lakes at Hidden Forest Phase I, according to the plat

thereof, as recorded in Map Book 36, Page 115, in the Office of the Judge of Probate of Shelby County, Alabama.

AND

Lots 13 through 22, 90 through 98, 152 through 171, 197 through 212, 237 through 253, The Lakes at Hidden Forest Phase II, according to the plat thereof, recorded in Map Book 37, Page 12 A & B, as recorded in the Office of the Judge of Probate of Shelby County, Alabama.

**TO HAVE AND TO HOLD THE** above described property unto the said RBC Real Estate Finance, Inc., its successors and assigns forever; subject, however, to the statutory rights of redemption on the part of those entitled to redeem, and any taxes which may be due.

**IN WITNESS WHEREOF**, RBC Real Estate Finance, Inc., acting by and through Angela Foley, as Auctioneer and the person conducting said sale, and Edwards Specialties, Inc., acting by and through Angela Foley, as Auctioneer and Attorney-in-Fact, and Angela Foley, as Auctioneer conducting said sale, has hereunto set her hand and seal on this the 23<sup>rd</sup> day of April, 2012.

**RBC REAL ESTATE FINANCE, INC.**

By: Angela Foley  
Angela Foley, as Auctioneer and the person conducting said sale

**EDWARDS SPECIALTIES, INC.,** an Alabama corporation

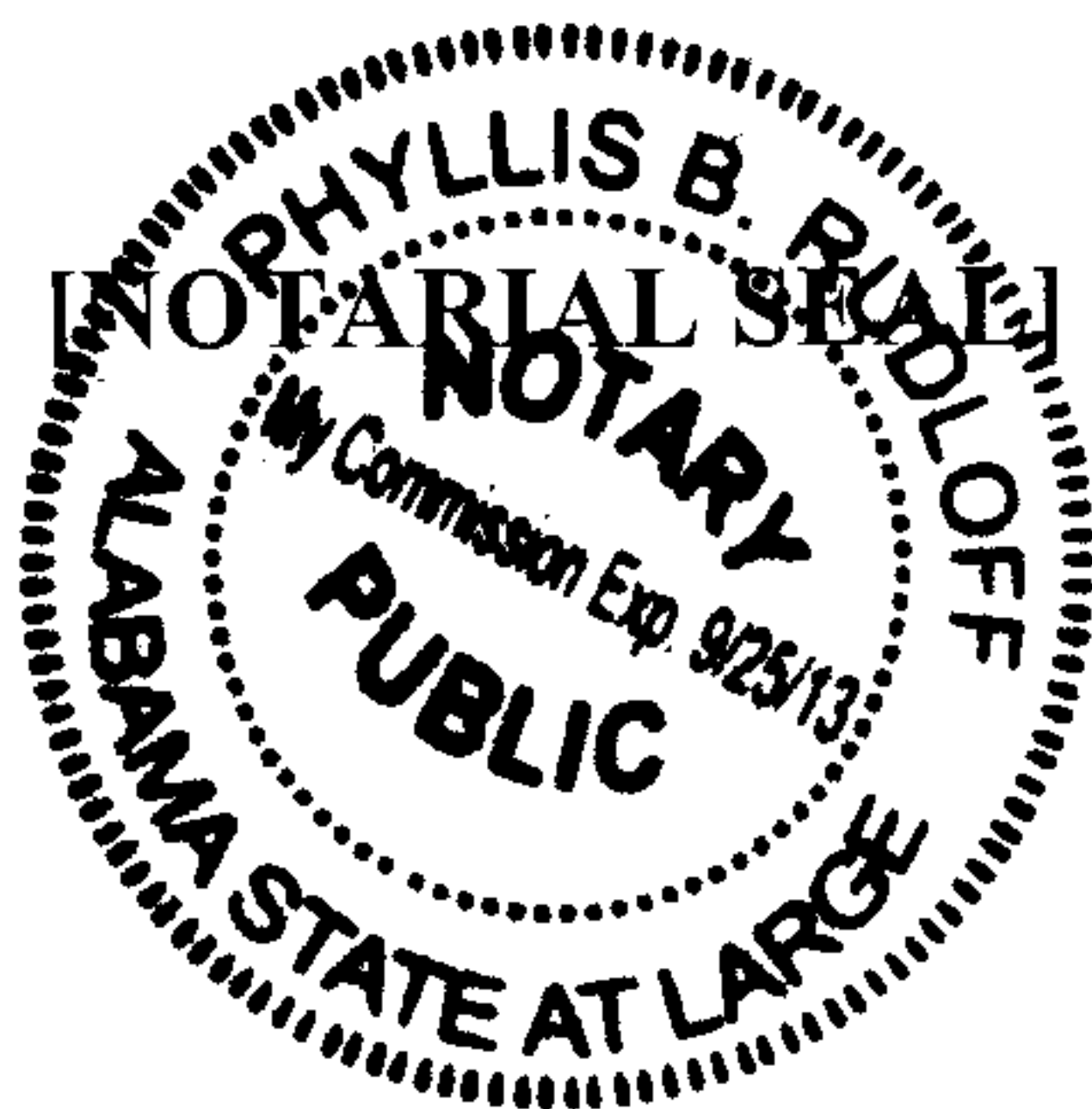
By: Angela Foley  
Angela Foley, as Auctioneer and the person conducting said sale

Angela Foley  
**ANGELA FOLEY**

STATE OF ALABAMA                    )  
                                                  :  
COUNTY OF Jefferson            )

I, the undersigned, Notary Public in and for said County in said State, hereby certify that **Angela Foley**, whose name as auctioneer and the person conducting said sale for **RBC REAL ESTATE FINANCE, INC.**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, in her capacity as such Auctioneer and the person conducting said sale, as attorney-in-fact and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 23<sup>rd</sup> day of April, 2012.

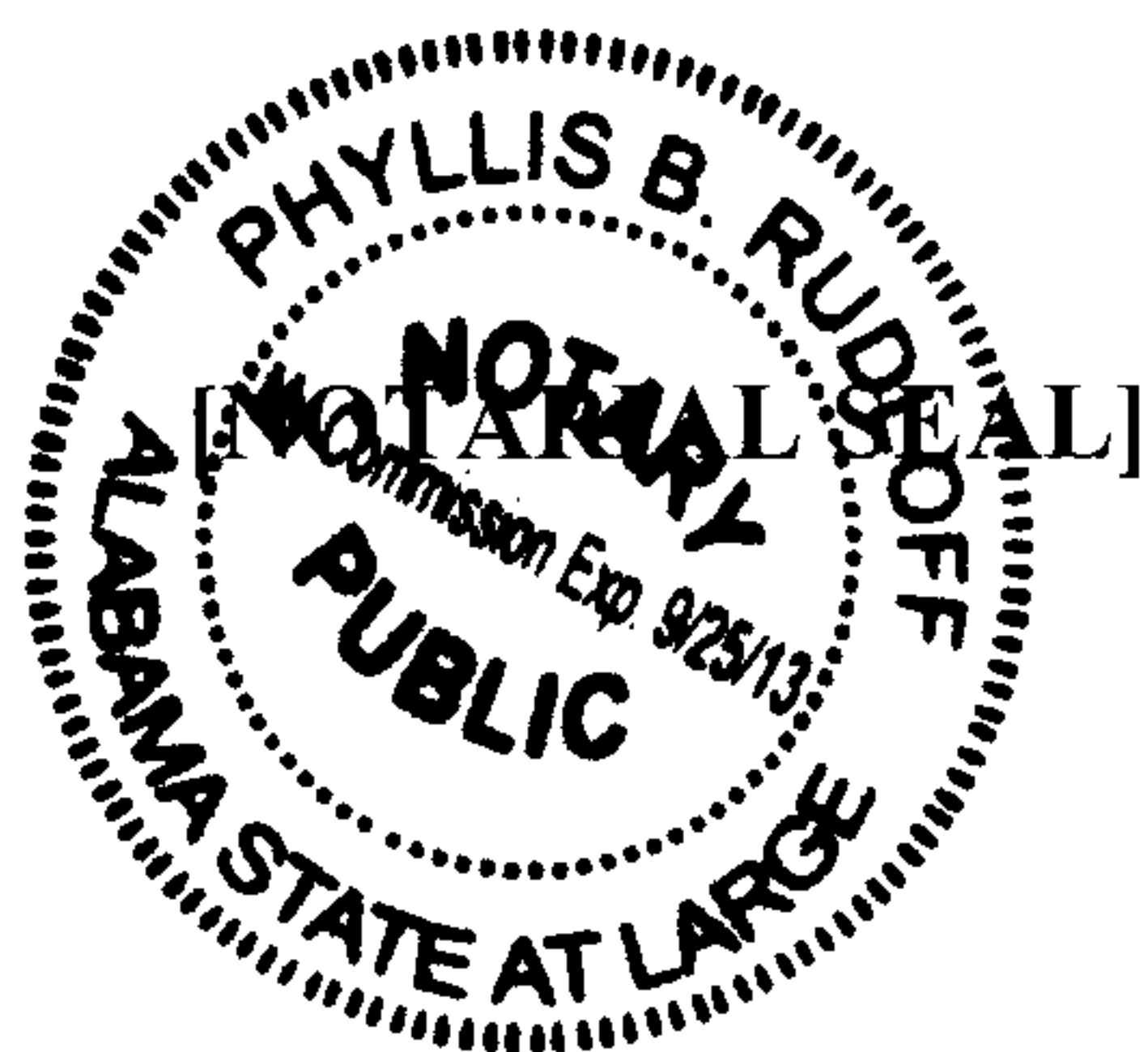


Phyllis B. Rudloff  
NOTARY PUBLIC  
My Commission Expires: 9/25/13

STATE OF ALABAMA                    )  
                                                  :  
COUNTY OF Jefferson            )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Angela Foley**, whose name as Auctioneer and the person conducting said sale for **EDWARDS SPECIALTIES, INC.**, an Alabama corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day, that, being informed of the contents of the conveyance, she, in her capacity as such Auctioneer and the person conducting the sale, as attorney-in-fact and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 23<sup>rd</sup> day of April, 2012.

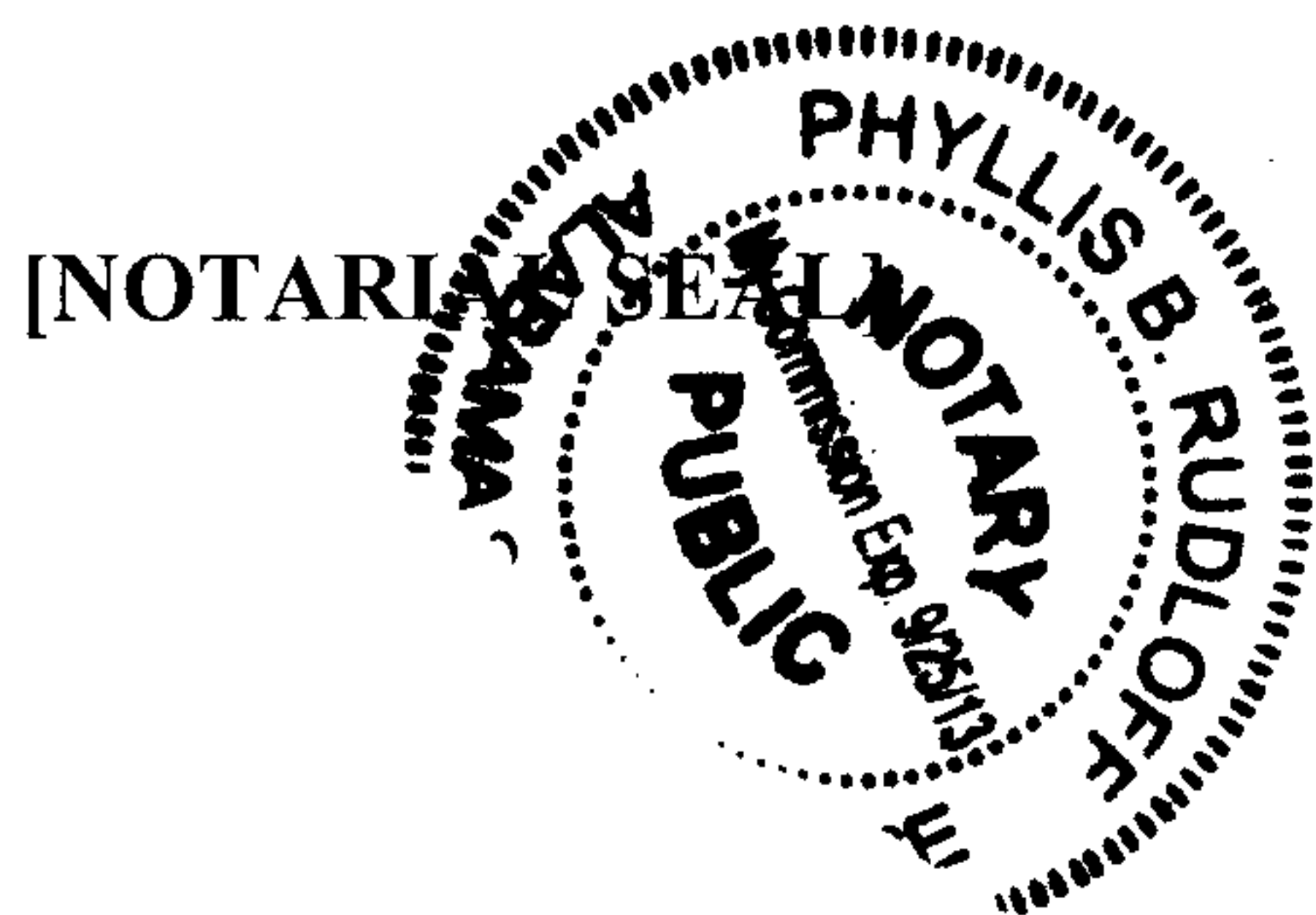


Phyllis B. Rudloff  
Notary Public  
My Commission Expires: 9/25/13

STATE OF ALABAMA                    )  
                                                  :  
COUNTY OF Jefferson            )  
~~MADISON~~

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **ANGELA FOLEY**, whose name as Auctioneer is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day, that, being informed of the contents of the conveyance, she, in her capacity as such Auctioneer, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 23<sup>rd</sup> day of April, 2012.



Phyllis B. Rudloff  
Notary Public  
My Commission Expires: 9/25/13